

# **REQUEST FOR PROPOSAL**

**ROOFING  
ADVERTISEMENT  
RFP# KY-300-2-01-7021**

**KAYENTA TOWNSHIP  
KAYENTA, ARIZONA**



**PREPARED BY:  
KAYENTA TOWNSHIP  
COMMUNITY DEVELOPMENT DEPARTMENT**

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**I. INTRODUCTION****A. PURPOSE OF THIS REQUEST FOR PROPOSALS**

Kayenta Township Community Development Department (KTCDD), on behalf of the Kayenta Township invites you to submit a proposal for Professional Roofing Services required at the **Kayenta Township Office** located at 0.35 miles N. US Hwy. 163 of Intersection 163 & 160 in Kayenta, AZ. The contractor will review this Request for Proposal for information on the complete scope of work. This work is being completed under a request by the Kayenta Township.

**Type of Services:** The Kayenta Township Community Development Department (KTCDD) is seeking proposals based on Professional Demolition Services as the project representative through removal of existing roofing and installation of new roofing of the **Kayenta Township Offices** in Kayenta, Arizona.

**B. SUMMARY SCOPE OF WORK**

The Roofing Project Committee of the Kayenta Township is requesting full Professional Roofing Services. It is Kayenta Township's intent to select proposals that best meet the project needs of removal and installation of roofing the **Kayenta Township Offices**..

The Kayenta Township Community Development Department on behalf of the Kayenta Township is issuing a Request for Proposal (RFP) for interested Contractor's to submit proposals for the **Kayenta Township Roofing Job**.

Specific work and responsibilities are further described in Section IV-A. Scope of work

**C. KAYENTA TOWNSHIP- COMMUNITY DEVELOPMENT DEPARTMENT**

Any inquiries or requests regarding this procurement should be submitted in writing to the designated contact listed below. Offerors may contact **ONLY** the Kayenta Township regarding the procurement inquiries and requests. All responses will be in writing and will be distributed to all potential offerors who receive a copy of this Request for Proposals.

Building Inspector  
Kayenta Township- Office of Community Development  
P.O. Box 1490  
Kayenta, Arizona 86033  
Telephone: (928)697-8451  
Fax: (928)697-8461  
Email: [mjoseph@kayentatownship-nsn.gov](mailto:mjoseph@kayentatownship-nsn.gov)

**D. DEFINITION OF TERMINOLOGY**

This section contains definitions that are used throughout the Request for Proposals (RFP) and including appropriate abbreviations.

“Award of Contract” shall mean a formal written notice by the Office of Controller's, Contract Administration.

“PM/PC” The Project Manager or Project Coordinator acts as Kayenta Township authorized project representative to act and manage the process from Notice of Award through final Construction of the project.

“Contract” means an agreement between the Kayenta Township and Contractor for the work covered by this RFP, which facilitates the construction to deliver items of services. This agreement is to be approved and signed by the Kayenta Township Commissioners and Town Manager.

“Contractor” shall mean successful Offeror.

“Contracting Officer” means the contracting agent for the Kayenta Township’s Office of Contracts and Grants or designated representative thereof.

“Department” means authorized office to administer the project is Kayenta Township Community Development Department (KTCDD).

“desirable” means the terms “may”, “can”, “should”, “preferably”, or “prefers” identifies a desirable or a discretionary item or factor for the Department to determine.

“Determination” means the written documentation of a decision of the KTCDD including findings of fact required supporting a decision. A determination becomes part of then procurement file to which it pertains.

“Evaluation Committee Report” means a report prepared by the KTCDD and the selection Committee for submission to the Office of the Town Manager for contract award that contains all written determination resulting from the conduct of a procurement requiring the evaluation of competitive sealed Request for Proposals.

“Finalist” is defined as an offeror who meets all mandatory specifications of the RFP. Based on scores of the evaluation factors is sufficiently high to qualify the offeror for further consideration by the Selection Committee.

“Mandatory” the items “must”, “shall”, “will”, “is required”, identify a mandatory item or factor. Failure to meet a mandatory item or factor will result in the rejection of the offerors statement of qualifications and proposal, without exception.

“Offeror” is any person, corporation, or partnership that chooses to submit a request for proposals.

“Owner” is synonymous with the Kayenta Township.

“Kayenta Township Community Development Department (KTCDD)” means the person or designee authorized by the Department to manage or administer the procurement requiring the evaluation of the Request for Proposals and competitive sealed proposals.

“Request for Fee Proposals” or “FP” means all documents, including those attached or incorporated by reference, used for soliciting proposals.

“Responsible Offeror” means an offeror who submits a responsive proposal and who has furnished, when required, information and data to prove that his financial resources, production or service reputation and experience are adequate to make satisfactory delivery of the services or item of tangible personal property described in the proposal.

“Responsive Offeror” or “Responsive Proposal” means an offer or proposal, which conforms in all material, respects to the requirements set forth in the request for proposals, including all mandatory requirements. Material respects of a request for proposals include, but are not limited to, price, quality, quantity or delivery requirements.

“Selection Committee” means a body constituted in accordance with the selection process to perform evaluation of offeror proposals. The KTCDD shall provide only technical assistance requested by the committee.

“Request for Proposals” or “RFP” means all documents, including those attached or incorporated by reference, used for soliciting proposals.

“User” means the agency or agencies for which a project is being designed.

## **II. CONDITIONS GOVERNING THE PROCUREMENT**

This section of the RFP outlines and describes the major events of the Selection Process and specifies general requirements.

### **A. SEQUENCE OF EVENTS**

The KTCDD will make every effort to adhere to following schedule:

<b>Action</b>	<b>Responsibility</b>	<b>Date</b>
1. Issue of RFP	KTCDD	October 17, 2016
2. Acknowledgement of Receipt Form	Offeror	October 31, 2016
3. Deadline to Submit Questions- RFP	Potential Offerors	November 7, 2016
4. Response to Written Questions- RFP	Selection Committee	November 10 , 2016
5. Submission of Proposals	Offerors	November 14, 2016
6. Proposal Evaluation, Short-listing	Selection Committee	November 16, 2016
7. Notice to Finalist(s)/ Non-Finalist	KTCDD	November 18, 2016
8. Interviews ( <b>if applicable</b> )	Selection Committee/Finalists	To Be Determined
9. Contract Negotiations	Owner, Offeror	To Be Determined
10. Contract Award	KTCDD / Town Manager	To be Determined

### **B. EXPLANATION OF EVENTS**

1. Issue RFP – This RFP is issued by KTCDD on behalf of the Kayenta Township in accordance with Kayenta Township Laws and Zoning Ordinance. KTCDD is the only organization authorized to make copies or distribute this RFP on behalf of the Kayenta Township.
2. Questions and Clarifications – Between the time of issuance of the RFP and the mandatory pre-proposal meeting, prospective offerors are encouraged to call or e-mail the KTCDD (See Section I. C), concerning any questions about the scope of the project or the RFP schedule. Additional copies of the RFP can be obtained from the KTCDD.
3. Mandatory Pre-proposal Meeting - will be held November 10th at 2:00 p.m. Mountain Daylight Saving Time at the Kayenta Town Hall in Kayenta, Arizona. Potential offerors are encouraged to submit written questions in advance of the meeting to the KTCDD (See Section I.C). The identity of the organization submitting the question(s) will not be identified. Submitted written questions will be addressed at the meeting. Names of the persons attending the pre-proposal meeting will be sent to the potential offerors on the procurement distribution list.

***Attendance at the pre-proposal meeting is mandatory for submission of a proposal.***

4. Acknowledgement of Receipt Form. Potential offerors must return by facsimile or e-mail the “Acknowledgement of Receipt Form” that accompanies this document (See Appendix) to have their organization placed on the procurement distribution list. The form should be signed by the offeror’s authorized representative, dated and returned by facsimile or by e-mail by the date indicated thereon.

The offeror must indicate the e-mail address of the individual to be receiving written responses and amendments. Failure to return this form shall constitute a presumption of receipt and withdrawal from the procurement process, and shall be deleted from the procurement distribution list. This form must be attached to the submitted RFP package.

5. The procurement distribution list will be used for the distribution of written responses to questions and any RFP amendments. All responses to written questions will be distributed via e-mail or facsimile. Include the e-mail address of the individual appointed to receive the written responses or amendments.

**Failure to return this form shall constitute receipt and rejection of the RFP, and the potential offerors organization name shall not appear on the distribution list.**

6. Deadline to Submit Questions. Written questions as to the intent or clarity of this RFP can be submitted to the KTCDD until close of business, 5:00 pm MDST, November 7, 2016. All written questions must be submitted to the KTCDD via electronic mail or facsimile to the KTCDD (See Section I.C.).
7. Response to written Questions RFP Amendments. Written response to written questions and any RFP amendments will be distributed via e-mail or facsimile to all potential offerors whose organization name appears on the procurement distribution list.
8. RFP Amendments – Should any amendments to this RFP be deemed necessary, an amendment will be distributed in writing to all recipients of the original RFP and to all potential offerors whose organization name appears on the procurement distribution list. If an amendment requires a time extension, the proposal submission date will be changed as part of the written amendment.
9. Submission of Proposal – PROPOSAL RECEIVED AFTER THE DEADLINE IS NON-RESPONSIVE. All offeror proposals must be received no later than **4:00 p.m. Mountain Daylight Saving Time on November 14, 2016.** Proposals received after this deadline will not be accepted. The date and time will be recorded on each proposal. Proposals must be addressed and delivered to:

Physical Address:

Kayenta Township  
Attn: Mark Joseph  
RFP# KY-300-2-01-7021  
¼ mile North of Jct. US Hwy 163 & 160  
Kayenta, Arizona, 86033

Mailing Address:

Kayenta Township  
Attn: Mark Joseph  
RFP# KY-300-2-01-7021  
P.O. Box 1490  
Kayenta, AZ. 86033

Mark: DO NOT OPEN- BID DOCUMENTS

10. Proposal Evaluation/Short-Listing – The Selection Committee will review each offeror’s proposal. Each member, as outlined in Section V of this RFP, will allocate points. Each member’s point total will be translated into a numeric ranking of all proposals. The individual member ranking will be totaled together to determine the overall ranking of proposals. It is the general practice of the Selection Committee to hold interviews with the short-listed offeror.
11. Notice of Final Evaluation – Each responsive offeror will be notified in writing as to the results of the evaluation. In general, the Selection Committee attempts to mail notices one week prior to the interview date. A public log will be kept of the names and overall rankings of all offeror’s interviews.
12. Interview with Proposers – Notices will be sent to Proposers with the interview date and time. The interview location is held at the discretion of the Selection Committee. Scoring for the interview will

be based on responses to the questions as outlined in Section V of this RFP. Interview scoring will total 100 points. The points are divided between the prepared questions and each member will allocate points. Each member's points will be translated into a numeric ranking of all interviewed firms. The individual member rankings will be totaled together to determine the overall ranking of firms.

13. Notice of Award – The KTCDD will notify finalist in writing of the final award.
14. Project Schedule - The successful bidder shall plan to begin work immediately upon completion of the agreement between Kayenta Township and the Contractor.
15. Performance and Confidentiality - The successful bidder will work closely with Kayenta Township and NNEPA. All work shall be kept confidential until disclosure is authorized by Kayenta Township.
16. Contract Negotiation – Kayenta Township and the successful Offeror will begin contract negotiations with the highest ranked firm as soon as possible after notice of award. Actual fees shall be negotiated based upon specific scope of services, cost of services and reimbursable expenses, specific contract requirements, and on such factors as billable rates for overhead, profit and personnel as related to the approved Hourly Rate Schedule. If agreement on terms can be reached, KTCDD shall prepare a contract for approval by the Kayenta Township.

If an agreement cannot be reached within a reasonable time, KTCDD shall terminate negotiations with the highest ranked firm, and begin negotiations with the next firm on the ranking list. This process will continue until a contract has been negotiated with one of the firms on the ranking list. If a contract cannot be negotiated, KTCDD may choose to negotiate with other qualified proposers graded by the committee or to terminate negotiations.

#### C. GENERAL REQUIREMENTS

The General Requirements section contains specific information about the process, general conditions, and instructions, which govern this procurement.

1. Protests – In accordance with Kayenta Township Business Opportunity Act, any offeror who is aggrieved in connection with the award of a contract may protest to the Navajo Business Regulatory Department. The protest must be submitted in writing within fifteen (15) calendar days after knowledge of the facts or occurrences giving rise to the protest to:

Navajo Business Regulatory Department  
P.O. Box 663  
Window Rock, Arizona 86515  
Phone number: (928) 871-6714 or 6718

Protests must include the name and address of the protestant, the solicitation number, and a statement of grounds for protest, including appropriate supporting exhibits. Protests received after the deadline will not be accepted.

2. Incurring Cost – Any cost incurred by the offeror in preparation, transmittal, or presentation of any proposal or material submitted in response to this RFP shall be borne solely by the offeror.
3. Subcontractors – the contractor must perform all work that may result from this procurement and payments will only be made to the contractor. Use of consultants identified in the proposal is permitted, but shall not exceed more than **forty-nine (49%)** of the work to be performed under this Agreement.
4. Amended Proposals – An offeror may submit an amended proposal before the deadline for receipt of proposals. Such amended proposals must be the complete replacements for a previously submitted proposal and must be clearly identified as such in the transmittal letter. KTCDD personnel will not collate or assemble proposal materials.

5. Power of the Kayenta Township – The Kayenta Township reserves the right to reject an offer from any offeror who has previously failed to perform properly, has caused the Kayenta Township to incur unreasonable costs or expense, failed to complete on time an agreement of a similar nature, owes any debt to the Navajo Nation or Kayenta Township under the Navajo Nation Procurement Act, or who is not in a position to perform the work governed by this RFP.
6. Offerors Right to Withdraw Proposal – Offerors will be allowed to withdraw their proposals at any time, prior to the deadline for receipt of proposals. The Offeror must submit a written withdrawal request signed by the Offerors duly authorized representative addressed to the KTCDD.
7. Disclosure of Proposal Contents – The content of proposals will be kept confidential until KTCDD has issued the written notice of a contract award. At that time, all proposals will be opened to the public, except for the material, which has been previously noted and deemed as proprietary or confidential.
8. Confidentiality – Confidential data is normally restricted to confidential financial information concerning the offerors organization and data that qualifies as trade secrets. Any pages of a proposal on which the offeror has stamped or imprinted “proprietary” or “confidential” must be readily separable from the proposal in order to facilitate public inspection of the non-confidential portion of the proposal.
9. Termination – This RFP may be canceled at any time and any and all proposals may be rejected in whole or in part when the KTCDD determines such action to be in the best interest of the Kayenta Township.
10. Sufficient Appropriation – Any contract awarded as a result of this RFP process may be terminated if sufficient appropriations or authorizations do not exist. Sending written notice to the contractor will effect such termination. The Owner’s decision as to whether sufficient appropriations and authorization are available is in the sole discretion of the Owner and shall be final and binding upon the contractor.

If the determination is made that there is insufficient funding to continue or finalize a project, the contractor will be compensated to the level of effort performed, as authorized by the Owner prior to that determination.

11. Acceptance of Conditions Governing the Procurement – Offerors must indicate their acceptance of the Conditions Governing the Procurement, Section II, in the letter of transmittal. Submission of a proposal constitutes acceptance of all conditions contained herein including evaluation factors contained in Section V.
12. Standard Contract –The contract between the Kayenta Township and a contractor will follow the format specified by the Owner and contain the terms and conditions set forth in Section VI. However, the Owner reserves the right to negotiate with a successful offeror provisions in addition to those contained in this RFP. The contents of this RFP, as revised and/or supplements and the successful offeror’s proposal will be incorporated into and become part of the Contract.  
  
***All contracts for professional services are subject to the review and final approval signed by the Kayenta Township - Town Manager.***
13. Offeror Qualifications – The selection Committee may make such investigations as necessary to determine the ability of the offeror to adhere to the requirements specified within this RFP. The selection committee will reject the proposal of any offeror who is not a responsible offeror and fails to submit a responsive offer.
14. Right to Waive Minor Irregularities – The Selection Committee reserves the right to waive minor irregularities. The Selection Committee also reserves the right to waive mandatory requirements provided that all of the otherwise responsive proposals fail to meet the same mandatory requirements and the failure to do so does not otherwise materially affect the procurement. This right is at the sole discretion of the Selection Committee.
15. Notice – The Navajo Nation Ethics in Government Law imposes penalties for bribes, gratuities and

kickbacks, which is applicable to all Tribal Officials and Employees of the Kayenta Township and its political subdivisions.

16. Release of Information – Only the Owner is authorized to release information about the project covered by this RFP. The Offerors must refer to the owner any request to release any information that pertains to the work or activities covered by any action or award related to this RFP.
17. Ownership of Documents – The reports and other record documents prepared and produced by the Contractor for this project are the property of the Owner. The contract has certain requirements as to the rights and responsibilities of the Owner and Contractor for the record documents. Record reports and documents are to be delivered to the Owner as the project progresses and at the completion of the construction work.

Record Documents shall include a set of hard copy reproducible reports and a set of electronic files as specified by the owner.

18. Insurance

- a. The contractor shall procure and maintain, during the life of this Contract, Workers Compensation, Commercial General Liability, Business Automobile Liability, and Professional Liability Insurance. The policies will be written with Kayenta Township as additional insured, while acting within the scope of their duties against all claims arising out of, or in connection with, the work to be performed. All insurance documents must include a provision for 30 days written notification to Kayenta Township, if a policy has been materially changed or canceled. The insurance coverage shall provide limits as follows:

**Workers Compensation**

**Statutory**

EMPLOYERS LIABILITY

\$1,000,000.00

**Commercial General Liability**

Bodily Injury/Property Damage:

\$1,000,000.00 Each Occurrence

\$2,000,000.00 Aggregate

**Business Automobile Liability**

Combined Single Limit:

\$1,000,000.00 Each Occurrence

Business Automobile Liability Insurance shall include coverage for use of all owned, non-owned and hired automobiles and vehicles:

**Independent Contractors:**

Included

**Contractual Liability:**

Included

**Professional Liability:**

\$1,000,000.00 Each Occurrence

\$1,000,000.00 Aggregate

The Contractor shall furnish Certificates of Insurance specifically setting forth evidence of all required coverage. If such limits are higher than the minimum limits required by the Kayenta Township, such limits shall be certified and shall apply to the coverage afforded the Kayenta Township under the terms and conditions of the contract as though required and set forth in the contract. The Contractor shall furnish the Kayenta Township any endorsements that are subsequently issued amending coverage or limits.

b. Approval of Insurance

Even though a "Notice to Proceed may be issued by the Kayenta Township, the Contractor or

subcontractor(s) shall not begin the contract work until the required Certificate of Insurance (policies adding the Kayenta Township as an additional insured as applicable) has been received and filed with the Kayenta Township. Neither approval nor failure to approve certificates, policies or insurance by the Kayenta Township shall relieve the Contractor of the responsibility to maintain the required insurance in full force and effect.

c. Increased Limits

If during the life of this Contract or this solicitation, the Legislature of the Kayenta Township increases the maximum limits of the liability under the Tort Claims Act, the Kayenta Township may require the successful Contractor to increase the maximum limits of any insurance required herein. In the event that the successful Contractor is required to increase the limits of such insurance, an appropriate adjustment in the Contract amount will be made.

19. Applicable Laws

The laws and Zoning Ordinance of the Navajo Nation and Kayenta Township shall govern this procurement and any agreement that may result from this procurement with applicable provisions from the State of Arizona, or Federal Laws.

**III. RESPONSIVE FORMAT AND ORGANIZATION**

This section describes the format and organization of the offerors responses. Failure to conform to these guidelines may result in the disqualification of the proposal.

A. NUMBER OF RESPONSES. Offeror's may submit only one (1) proposal for services.

B. NUMBER OF COPIES. Offeror's shall deliver an original plus six (6) identical copies (7 total) of **Binder #1** of their proposal, to the location specified in Section II.B.8 on or before the closing date and time for receipt of proposals. ORIGINALS shall be clearly marked as such. The Selection Committee will not collate, merge, or otherwise manipulate the offeror's proposals.

C. PROPOSAL FORMAT

All proposals must be typewritten on standard 8 ½ x 11 papers. Foldout sheets, up to a maximum (2) of 11" x 17" sheets will be counted as two (2) pages and shall be labeled as such. Length of the proposal is limited to maximum of twenty (20) pages (printed sheet faces) of text and/or graphic material.

Material excluded from the twenty (20) pages maximum count shall include and limited

to: Front cover (blank on back side)  
Submittal Letter (one page maximum)  
Table of Contents (one page maximum)  
Divider pages (blank except for title information) Certificate(s) of insurance  
Back cover (blank on one side)

D. PROPOSAL ORGANIZATION

The proposal must be organized and indexed in the following format and must contain, as a minimum, all listed items in the sequence indicated.

**Binder # 1 [Original RFP]**

- a. Letter of Submittal
- b. Table of Contents
- c. Response to Proposal Requirements (Section VI)

RFP Non-conforming proposal format may be considered non-responsive and may result in

disqualification of the proposal. Offerors shall contact the KTCDD to clarify any questions concerning proposal format prior to submission.

#### IV. SCOPE OF WORK. Kayenta Township Roofing Project at Kayenta, AZ.

##### A. Scope of Work

The Kayenta Township Community Development Department on behalf of the Kayenta Township is issuing a Request for Proposal (RFP) for interested Contractor's to submit proposals for the **Kayenta Township Offices Roofing Project**. The facility may be viewed in two parts:

1. **Removal of Old Roofing** – removal of existing roofing material, shingles, flashing, felt, drip edge, gutters, haul off construction debris.
2. **Installation of new Roofing** – Ice Shield along fascia and eave edging, Drip Edge, Roof cap, valley gutter, Torch down vapor barriers at valleys, Installation of Metal Roofing Rain Gutter, splash Blocks, Down spouts, Roof Jacks, Lifetime Warranty, haul off of any excess debris and left over material, safety barriers, and safety plans.

The goal of this project is to remove old roofing material and install new roofing material on the Kayenta Township Offices. Kayenta Township is highly cost conscious and would prefer not to spend money cleaning up contaminants. Kayenta Township is very interested in reviewing any and all proposals generated from this Request for Proposals.

Proposals should include all elements necessary for completion of the removal and installation of roofing material including any necessary characterization, removal of roofing material strategy plan, report preparation, implementation and potential operation and maintenance.

Unless specified otherwise, all material, labor and equipment shall be furnished by the Contractor. The Contractor shall be responsible for all materials and equipment in its custody or placed in construction by it..

##### 3. Health and Safety Guidelines

All contractors working at the Site will be subject to the provisions of the NOSHA, Navajo Occupational Safety and Hazards and NEPA, Navajo Environmental Protection Agency.

##### 4. Guarantees, Warranties and Bonds

The Contractor shall guarantee all work under this agreement for a period of one year from the date of acceptance by Kayenta Township, unless otherwise indicated. Contractor will leave the work in perfect order at completion of the work and the final certificate of payment shall not relieve him of the responsibility for negligence, faulty materials, or workmanship. Upon written notice, the contractor shall remedy any defects or workmanship that may appear during this time herein before mentioned and pay all expenses due therefrom to the entire satisfaction of Kayenta Township.

##### 5. **Post Completion/Warranty Phase.** After execution of the Certificate of Completion by KTCDD, the Firm shall:

- a. Consult and make recommendations to KTCDD during the warranty periods regarding construction, and equipment warranties.
- b. Perform an inspection of construction work, material, systems and equipment every three months for one year after completion of the construction contract and make a written report to KTCDD after each visit. At KTCDD's request, and by Amendment to the Additional Services section of the contract, conduct additional warranty inspections as Additional Services.
- c. Advise and assist KTCDD in construction matters for a period up to one year after completion of the project, but such assistance is not to exceed forty hours of

service.

**D. Contractor's Additional Services.**

1. **Written Addendum or Contract Amendment.** All additional services not already expressly required shall be agreed to through either a written addendum or amendment.

**V. RESPONSIBILITIES**

**A. Contractor's Responsibilities**

1. **Basic Services.** The Contractor shall provide the Basic Service set out in SECTION IV – SCOPE OF WORK.
2. **General Responsibilities.** The Contractor shall be responsible for the professional quality, technical accuracy, and coordination of all project stakeholders, drawings, specifications, and other services, furnished under the contract. KTCDD's review, approval, acceptance of, or payment for the Contractor's service shall not be construed as a waiver of any rights under the contract or of any cause of action for damages caused by the Contractor's negligent performance under the contract. Furthermore, the contract shall not restrict or limit any rights or remedies otherwise afforded KTCDD or Contractor by law.
3. **Compliance with Laws, Codes, Ordinances and Regulations.** The Firm shall adhere to, conform with and apply all applicable Federal, State and local laws, codes, ordinances and regulations except as modified by any waivers which may be obtained with the approval of KTCDD. These Projects are within the Kayenta Township, and Kayenta Township laws, zoning ordinance, codes and regulations shall be substituted for state and local laws, codes, ordinances and regulations. However, on such a KTCDD Project, KTCDD may additionally designate that some or all state and local codes shall apply. In some of these circumstances, a model national building code may be selected by the Kayenta Township. The Contractor shall coordinate all project tasks required for approval by all governmental agencies having jurisdiction over the project. The Contractor shall make all changes in the Bidding necessary to obtain governmental approval. The Contractor, however, is obligated to notify KTCDD of all significant code or regulatory changes within sixty (60) days of their change, and such notification shall be required in order for the Firm to be entitled to any additional compensation or reimbursement.
4. **Attendance at Conferences.** The Contractor(s) and other designated representative shall attend all project conferences and meetings involving matters related to basic services covered under this contract. Attendance at community wide meetings shall be considered an additional service and identified in the contract documents.
5. **Tests.** The Contractor shall coordinate chemical or other laboratory tests, inspections and reports as required for the Project.
6. **Additional Services.** When required under the contract or agreed to as set out in Part B, below the Contractor shall provide Additional Services on the Project.

**B. Additional Services**

1. **Additional Services.** When required under the contract or agreed to, the Contractor shall provide Additional Services on the Project.
2. **General.** If any of the following additional services are ordered in writing by KTCDD, they shall be paid for by KTCDD as provided in Part D – Compensation and Payment, Item 1, Direct Personnel Expenses/Actual and Reasonable Expenses.

3. **Contract Default.** Arranging for the work to proceed should any contractor on the project default.
4. **Extended Services.** Providing prolonged services during construction when, due to no fault of the Contractor, the contract time, exclusive of Lawns and Planting, is extended beyond the construction period.
5. **Work Not in Project Scope.** Observing and inspecting the replacement or repair of any work damaged by causes not attributable to the Contractor's responsibility under the agreement.
6. **Witnessed Proceedings.** Preparing to serve or serving as an expert witness in connection with any public hearing, arbitration proceeding or legal proceeding.

**C. KTCDD's Responsibilities**

1. **Information.** KTCDD shall provide all necessary information and requirements as expeditiously as necessary for the orderly progress of the work. KTCDD shall also coordinate, establish and update the Project Budget. This shall include KTCDD's giving notice of work to be performed by KTCDD or others and identify work not included in the Contract Documents.
2. **Contract for the Project.** The Contractor, however, shall be responsible to ascertain and know federal requirements and limitations placed on the Project.
3. **Contract Officer.** KTCDD may or shall at the time of the construction award, designate a Contract Officer authorized to act on its behalf with respect to the design and construction of the Project. The Contract Officer shall examine documents submitted by the Contractor and shall promptly render decisions pertain thereto to avoid unreasonable delay in the progress of the Project.
4. **Minimum Wage Rates.** The Contractor shall acquire the recent schedule of minimum wage rates approved by the US Department of Labor, Davis –Bacon Wage Rates for inclusion in the solicitation and Contract Documents.
5. **Construction Monitoring.** KTCDD shall monitor to assure the Contractor's Project Representative inspects the site at appropriate phases of construction.
6. **Warranty Inspection.** During the warranty period KTCDD shall inspect project in such manner as to minimize, as much as possible, the frequency or visits by the inspection team.

**D. Compensation and Payment**

1. **Direct Personnel Expenses/Actual and Reasonable Expenses.** Direct Personnel Expenses includes actual and reasonable salaries, together with related expenses and paid to the Contractor's personnel (excluding executive, administrative or clerical personnel) for performing additional services stipulated under the agreement. Direct Personnel Expenses do not include overhead cost. Overhead shall be identified, defined and negotiated in the final approved contract documents.
2. **Billing Requirements.** The Firm must submit detailed documentation in support of billings for Direct Personnel Expenses.

**E. Reimbursable Expenses**

1. **Actual and Necessary Expenditures.** Reimbursable Expenses include actual and necessary expenditures of the Contractor's, associates, or technical personnel incurred in the interest of the project.

2. **Basic Services Expenditures.** Allowable reimbursable expenses associated with the provision of Basic Services include the following only:
    - a. Long distance telephone calls and telegrams, which must be identified and documented as being reasonable and necessary to the work.
    - b. Reproduction of drawings, specifications and other documents submitted to KTCDD and other agencies for review and approval; and reproduction of Bidding and Construction Documents required for bidding and construction purposes; and postage for mailing documents for bidding purposes only.
    - c. Fees required to be paid for securing approval of regulatory agencies having jurisdiction over the project.
  3. **Additional Services Expenditures.** Allowable reimbursable expenses associated at the project site in connection with the performance of services.
    - a. Long distance telephone calls and telegrams, which must be identified and documented as being reasonable and necessary to the work.
    - b. All reasonable expenses for office facilities, equipment, and supplies required at the site in connection with the performance of services.
    - c. Expense of transportation to the project, and living expenses while in travel status provided that prior written authorization or approval for such travel is given by KTCDD. Construction visits and attendance at construction meetings are not considered additional services and therefore KTCDD will not pay for the Contractor's travel expenses associated with such visits and meetings.
  4. **Non-Allowable Expenditures.** There shall be no allowable reimbursable associated with the provision of consultant services. See Part G – Invoicing and Payment, Item 2, for payment for those services.
  5. **Reimbursable Limit.** The Maximum estimated cost of reimbursable expenses will be negotiable and identified in the contract documents. The Contractor shall not incur reimbursable costs in excess of the above negotiated estimate unless a revised higher amount has been justified and approved in writing by KTCDD.
- F. Invoicing and Payments (approval of expenditures will be identified in the final approved contract documents)**
1. **Firm's Reimbursable Payment Schedule.** All payments shall require a written invoice from the Contractor. Invoices shall be made no more frequently than on a monthly basis. Payments for Basic Services shall be in proportion to services completed within each phase of work. When requesting such payment, the invoice shall identify the phase and the portion completed. All invoices shall state the project, name and address to which payment shall be made, the services completed and the dates of completion, and whether the invoice requests payment for Basic Services, Reimbursable or Additional Services. Invoices seeking payment for Reimbursable or Additional Services must provide detailed documentation.
  2. **Consultants Reimbursable Payment Schedule.** KTCDD shall pay the Contractor amounts equal to actual expenses incurred for consultant studies and investigations. Such expenses will be supported by actual billings from professional consultants before KTDSD may make payments to the Contractor.

These payments shall not exceed the amounts listed in the original signed Contract unless otherwise approved in writing by KTCDD.
  3. **Time of Payment.** Upon the Contractor's proper submission of invoices for work

performed or reimbursable expenses, the KTCDD shall review and, if the work is in conformance with the terms of the contract, make payment within fifteen (7) days of KTCDD's receipt of an approved invoice.

4. **Billing Requirements.** Payments for Additional Services as defined in part B – Additional Services, and in Part E – Reimbursable Expenses shall be made monthly upon presentation of the Contractor(s) statement of services rendered, accompanied by evidence of disbursements. The Contractor(s) shall not incur costs in excess of the estimated maximum cost for any Additional Services or Reimbursable Expenses unless a revised higher amount has been approved in a change order.

## **VI. SUBMITTAL REQUIREMENTS/EVALUATION**

### **A. PROPOSAL GUIDELINES**

The following guidelines shall be adhered to by offerors for consideration in the selection process of the contractor or individuals to perform professional services for the project described. Proposals, which do not include ALL of the listed information will be considered incomplete and non-responsive and will not be considered by the selection committee.

### **B. MANDATORY SUBMITTAL REQUIREMENTS**

1. Submittal Letter – Proposals must be accompanied by a submittal letter. The submittal letter must:
  - a. Identify the submitting business. State the name and address of the organization's firm or office. Indicate organizational structure (individual, partnership or public, profit or non-profit). Subcontractors if any must be identified in a similar manner;
  - b. Identify the name and title of the person(s) authorized by the company to contractually obligate the business for the purpose of this RFP;
  - c. Identify the names, titles, and telephone numbers of persons to be contacted for clarification questions regarding this RFP;
  - d. Explicitly indicate acceptance of the Conditions Governing the Procurement stated in Sections II of this RFP;
  - e. Be executed (signed) by a person authorized to contractually obligate the offeror;
  - f. Acknowledge receipt of any and all amendments to this RFP;
  - g. Projects Listing Form – Include with the submittal letter the complete Project Listing Form. All Projects awarded to the proposing firm by the Kayenta Township that are less than 75% complete shall be included on the form. If there are any questions as to the appropriate content of the form, contact the KTCDD for clarification. Content will be checked and verified when the proposals are submitted. Information determined to be inaccurate by the KTCDD will be confirmed with the Offeror and corrected as necessary, prior to scoring by the Selection Committee.

### **C. EVALUATION CRITERIA**

A maximum total of 100 points are possible in scoring each proposal for the shortlist evaluation. A brief explanation of each evaluation category is listed below and is scored by a 40% weight. Information in one category may overlap information in other categories as addressed in section IV. Scope of Work. Offerors are encouraged to fully address each category completely, as points are assigned for responses to each separate category. The evaluation criteria to be used for the purposes of Short-listing by the Selection Committee for the proposal and the corresponding point values for each criterion are as follows:

1. Specialized management, administrative, and technical competence of the business,

including a joint venture or association regarding the type of services required. Provide information about the firm's specific technical experience with similar project that demonstrates competence to successfully complete the project, including construction knowledge, quality assurances and construction administration procedures. Indicate the relevance of previous projects to the anticipated scope of work. Demonstrate the successful aspects of past projects and the corresponding reporting applications to the proposed scope of work.

20  
POINTS

2. Specialized experience and competence in the application of construction administration in small town and rural settings, including the implementation of "Roofing" projects by the contractor team. Provide information about the contractor's specific experience that demonstrates success in working with communities to create successful roofing services for development on commercial jobs and to attract support and resources for their development. Provide information about the business that demonstrates the ability to provide sufficient professional competence, meet time schedules, accommodate cost considerations and project administration requirements. Indicate the relationship of the work in this RFP to the firm's other current projects. Indicate proposed work schedules and milestones, with completion methods and strategies. Demonstrate ability for interaction, consultation, involvement and working with the stakeholders and the Kayenta community.

15  
POINTS

3. Past record of performance on contracts with government agencies and private industry with respect to such factors as identifying and mitigating risk to control costs, quality of work, and ability to meet schedules. Demonstrate through historical documentation that the firm has the ability to meet schedules and budgets, as well as user program goals, and final construction projects costs. Include information regarding owner budgets, construction estimates, bidding, and completed project cost including change order information. Project schedules, should provide information about the progress of work as related to owner schedules and goals as well as the overall success of projects and client satisfaction. A minimum of three (3) references must be included.

15  
POINTS

4. Proximity to, or familiarity with the Kayenta Township and area in which the projects are located. Demonstrate through narrative, graphics or maps to demonstrate the firm's ability to respond quickly to on-site Kayenta location and off-site location requirements for project management activities to monitor design and construction activities to monitor and administer the project. Indicate previous knowledge or experience regarding the project location, any current work or associated consultants who could enhance the firm's ability to provide timely responses or special expertise to project needs.

10  
POINTS

5. The amount of work that will be produced by the Native American business within the Kayenta Township. It is in the Township's best interest to support Navajo and Native American employees and businesses. The Navajo Preference in Employment Act and Navajo Business Opportunity Act shall apply. Indicate the volume of work to be produced in Arizona, New Mexico and Utah by Navajo and Native American firm or firms. Identify any out-of- state consultant(s) or business relationships that will be involved on the project and the extent or services to be provided by that firm or firms.

10  
POINTS

6. The volume of work currently under contract that is not complete with respect to basic professional services. Contractors shall be scored on any project that has been previously awarded and is, on the date of submittal less than complete and volume of work pending. Information on the status of past project awards shall be included in the proposal as a requirement of this RFP.

10  
POINTS

7. Evidence of understanding the scope of work, the various regulatory requirements, and existing conditions. Describe in detail the anticipated scope of work for the project. Include information about the master plan, project sites, project administration, budget and programmatic user requirements. The proposal should demonstrate competent knowledge of project constraints as well as any applicable discussion of possible options for project approaches or techniques. Offerors are encouraged to provide specific project development solutions for completing these projects within time and budget; without completion of programming activities, any specific design proposals could be inappropriate and may result in a reduction in scoring. This would not preclude discussion of project parameters that may affect design decisions, concept approaches or design philosophies.

20  
POINTS**8. Interview (applicable to finalists only) and is scored by a 60% weight**

Approximately 100 points are possible in scoring each interview for this RFP. The Selection Committee will evaluate each firm on the following list of questions, which shall be addressed by the Contractor at the interview. The Selection Committee may at their discretion request additional clarification as to the contents of the RFP submittal from any of the Offerors. Questions applicable for the purposes of this RFP are as follows:

- a. If there were a need for Re-design or Downsizing of the existing Scope of Work that requires Value Engineering and/or Change Orders, what would be your approach to ensure the project is within budget?
  1. Include in your discussion, items such as time extension requests, critical path analysis (schedule) and cost impacts. How do you plan to control Cost and Time?
- b. Discuss your past project experiences with projects, similar in size, and provide information as to the scope of work, project schedule and final costs at construction completion.  
methods of project communication for design and construction administration to provide and assist the project sponsor with timely reporting requirements.
- c. What project management methodology process will you use to monitor and control the construction phase of this project and its surroundings? How do you intend to collect your information and incorporate these concepts into the final construction? What is the Contractor's knowledge and experience in working with the Kayenta Township?
- d. What is your process and procedure for quality assurance and quality control? Include relevant quality assurance and quality control procedures in developing, implementing, monitoring, and controlling a risk management plan.
- e. Discuss your actual experience in project management on preparing other applicable project

delivery systems. Discuss your approach in managing and evaluating various project delivery systems that can assist the owner with decision making tools.

- f. Question Answered Well.
- g. Overall Presentation Quality.

**D. INTERVIEW CRITERIA****THE INTERVIEW: QUESTIONS AND SCORE SHEET****OWNER****PROJECT**

(Firms invited to interview for the captioned project should be prepared to speak to the following issues during the course of their interview. Questions can be expanded as appropriate.)

<b>CATEGORIES</b>	<b>POSSIBLE POINTS</b>	<b>POINTS AWARDED</b>
<b>1) Grasp of Project Requirements</b> <i>(Owner may evaluate contractor's analysis, preparation and level of interest.)</i>	10	
<b>2) Project Management Approach/Methodology</b> <i>(Owner may evaluate firms or individual's creativity and problem solving ability.)</i>	10	
<b>3) Key Personnel and Roles</b> <i>(Owner may evaluate personal qualifications and professional skills of key individuals.)</i>	8	
<b>4) Pertinent Experience, Firm</b> <i>(Owner may evaluate related projects presented as previous work of the contractor.)</i>	8	
<b>5) Pertinent Experience, Individual</b> <i>(Owner may evaluate related projects presented as previous work of the key personnel.)</i>	8	
<b>6) Consultant/In-House Resources</b> <i>(Owner may evaluate contractor's abilities and importance of consultant or in-house support services.)</i>	8	
<b>7) Technical Project Management</b> <i>(Owner may evaluate contractor's abilities related to technical functions such as project cost controls, construction observation, time scheduled, etc.)</i>	8	
<b>8) Responsiveness to Owner's Concerns</b> <i>(Owner may evaluate contractor's ability to form successful working relationships and communications with the owner.)</i>	15	
<b>9) Method of Compensation</b> <i>(Owner may evaluate firm's method of determining compensation. Compensation proposals are NOT required.)</i>	5	
<b>10) Other Relevant Issues</b> <i>(Owner may evaluate importance of other relevant issues presented by the firm.)</i>	10	
<b>11) Reference Check</b>	10	
<b>GRAND TOTAL</b>	100	

**INTERVIEWER** \_\_\_\_\_ **FIRM** \_\_\_\_\_

## ATTACHMENT A

### DEMOLITION

### SERVICES

#### Receipt Acknowledgement Form

##### DEMOLITION SERVICES

\_\_\_\_\_, the Prime Proposer of a Contractor team interested in being selected to perform the construction contract described in RFP # KY-300-2-01-7021, affirms that the following RFP has been received and that the information contained in the RFP has been incorporated in formulating its Request for Proposal.

By: \_\_\_\_\_  
\_\_\_\_\_

Printed name: \_\_\_\_\_  
\_\_\_\_\_

Title: \_\_\_\_\_  
\_\_\_\_\_

Date: \_\_\_\_\_  
\_\_\_\_\_

## ATTACHMENT A

### DEMOLITION

#### SERVICES

#### Addendum Receipt Acknowledgement Form

##### DEMILITION SERVICES

\_\_\_\_\_, the Prime Proposer of a Contractor team interested in being selected to perform the Construction contract described in RFP # KY-300-2-01-7021, affirms that the following Addenda have been received and that the information contained in the addenda has been incorporated in formulating its Request for Proposal.

By: \_\_\_\_\_  
\_\_\_\_\_

Printed name: \_\_\_\_\_  
\_\_\_\_\_

Title: \_\_\_\_\_  
\_\_\_\_\_

Date: \_\_\_\_\_  
\_\_\_\_\_

Addenda received:

1. \_\_\_\_\_, dated \_\_\_\_\_
2. \_\_\_\_\_, dated \_\_\_\_\_
3. \_\_\_\_\_, dated \_\_\_\_\_
4. \_\_\_\_\_, dated \_\_\_\_\_
5. \_\_\_\_\_, dated \_\_\_\_\_

List others as needed in the same format.

**ATTACHMENT B**  
**NON-COLLUSION AFFIDAVIT FORM**  
**DEMOLITION**  
**SERVICES**  
**RFP # KY-300-2-01-7021**

State of Arizona

County of \_\_\_\_\_

\_\_\_\_\_, affiant, the

\_\_\_\_\_ of  
(TITLE)

\_\_\_\_\_  
(NAME OF COMPANY)

The person, corporation or company responsible for the accompanying Statement of Qualifications, having first been duly sworn, deposes and says:

That such Statement of Qualifications is genuine and not sham or collusive, nor made in the interest or behalf of any person not herein named, and that the Proposer has not directly or indirectly induced or solicited any other Proposer to put in a sham submittal, or any other person, firm or corporation to refrain from submitting, and that the Proposer has not in any manner sought by collusion to secure for itself an advantage over any other Proposer.

\_\_\_\_\_

\_\_\_\_\_  
(TITLE)

Subscribed and sworn to before me this  
\_\_\_\_ Day of \_\_\_\_\_, 2016

\_\_\_\_\_  
SIGNATURE OF NOTARY PUBLIC  
IN AND FOR THE

COUNTY OF \_\_\_\_\_

STATE OF ARIZONA

(My Commission Expires \_\_\_\_\_, \_\_\_\_\_)